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ABSTRACT

This publication presents the four steps required for distribution of recorded products arising out of special contracts with the Illinois Division of Vocational and Technical Education. The steps are: request for product dissemination, publisher search and alert stage, evaluation and reappraisal stage, and contractual agreement stage. The procedures to be followed by applicants requesting State assistance in the dissemination of project products were designed to encourage the transfer of information to insure that educational materials developed with public funds will reach potential users. The Office of Education Copyright Policy adopted by Illinois provides for publication and copyright of materials developed under contract and a share in any royalties for both grantors and grantees. Sample forms are appended. (MF)

ED 072255

ADMINISTRATIVE GUIDELINES

FOR

SECURING ASSISTANCE

IN THE DISSEMINATION OF

PROJECT MATERIALS

ARISING FROM

CONTRACTUAL AGREEMENTS

State of Illinois
BOARD OF VOCATIONAL EDUCATION AND REHABILITATION
DIVISION OF VOCATIONAL AND TECHNICAL EDUCATION
1035 Outer Park Drive
Springfield, Illinois 62706

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INTRODUCTION

The Division of Vocational and Technical Education (herein referred to as DVTE) utilizes the method of contractual agreements to provide financial support for a variety of activities, services, and special programs that contribute to a comprehensive state and local program of vocational and technical education. Many of these special programs have, in recent years, made significant achievements in the field of vocational and technical education and have products worthy of distribution.

On February 15, 1972, the Illinois Board of Vocational Education and Rehabilitation approved the USOE Copyright Policy published in the Federal Register on May 9, 1970 (35 F. R. 7317) as being the general policy by which the DVTE could operate in respect to making sure that all worthwhile educational materials developed with public funds will reach the public. The USOE guidelines permit grantors and grantees the privilege of publishing, under copyright, any materials that they develop. Even more important, the new guidelines allow grantors (DVTE) and grantees (the contracted agency and/or individual) to share in royalties that result from publication of materials developed pursuant to a special contract.

The purpose of this publication is to detail to persons involved in special contractual agreements with the DVTE, the steps required in developing a large or small scale mechanism for the diffusion of recorded products to potential users.

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A FOUR STEP PROCESS FOR PROJECT STAFF AND/OR AGENCIES REPRESENTING PROJECTS TO DISSEMINATE INFORMATION ARISING OUT OF A SPECIAL CONTRACT WITH THE DIVISION OF VOCATIONAL AND TECHNICAL EDUCATION

This procedure is designed to encouraged the transfer of information through some method which will deal realistically with developers of products, the publishing industry, the public trust, and educators who need access to materials and/or products developed by agencies through a special contract with the DVTE. The following procedure should be followed by applicants requesting assistance in the dissemination of project products.

STEP I: REQUEST FOR PRODUCT DISSEMINATION

A. Prospective applicants (the contracted agency and/or individual) should submit a **Letter of Intent** to the DVTE requesting permission to disseminate project materials (including field test materials, informational brochures, abstracts, etc.) and/or obtain a copyright for those materials, and/or secure commercial assistance in disseminating a product which has resulted from a contractual activity with the DVTE.

B. Upon receipt of the Letter of Intent, DVTE staff will schedule and participate in an on-site evaluation of the project to determine if the product(s) of the project are suitable for dissemination as well as evaluating the potential for mass or thin market distribution (see page 27 for explanation of thin and mass market materials.) Based on the on-site evaluation, field test data available, etc., the evaluation team will make recommendations to the Director regarding the request(s) made in the Letter of Intent.

C. Based on recommendations to the Director of the DVTE from 1) project staff, 2) the agency representing the project, 3) the on-site evaluation team, and 4) letters from interested parties, the Director will indicate to the agency by letter, whether or not the request for thin or mass market dissemination of materials is approved.

Thin market materials that do not require large-scale commercial dissemination and that are acceptable for statewide distribution will follow one of two methods for printing: (see flow chart on page 7 for clarification)

1. **External Source:** Commercial sources may be utilized for manufacturing and/or distribution of limited quantities of materials. Awards will be based on the lowest bid of three (3) commercial bids obtained by project and DVTE staff.

2. **Internal Source:** Limited quantity materials may be printed internally in the DVTE Curriculum Laboratory. However size of the production run, estimated costs, and time constraints for dissemination will limit the number of products using this source.

The remaining steps in the process are intended for those interested in securing commercial assistance on a large scale or mass distribution level.

If the request for dissemination is disapproved by the director, applicants may follow procedures as outlined in Section 1.10B of the 1972-73 State Plan for the Administration of Vocational and Technical Education for appealing the decision.

STEP II: PUBLISHER SEARCH AND ALERT STAGE

A. Upon approval of the request for *mass distribution* of project materials, project staff will, if necessary, obtain a developmental copyright* and work cooperatively with representatives of the DVTE in preparation of a **Request for Publisher Assistance (RPA)** to be distributed to the publishing industry cooperatively by the DVTE and the agency representing the project director. (See appendix A for a sample RPA).

B. Upon completion of the RPA, project staff will set aside at least two (2) extended periods of time for briefing sessions for interested publishers to 1) display all project materials available for dissemination, and 2) discuss the RPA and its' implications.

C. All responses to the RPA will be acknowledged cooperatively by the DVTE and project representatives as they are received. No responses by publishers will be accepted after the deadline as specified in the RPA.

*Obtaining a developmental copyright should be a regular part of every project activity. Copyright protection should be secured as early as possible and for all materials.

STEP III: EVALUATION AND RE-APPRAISAL STAGE

A. Responses to the RPA by the publishing industry will be evaluated separately by a review team to include:

1. DVTE Staff
2. Project Directors responsible for development of the material.
3. Representatives from that agency(s) representing the project director, if applicable.
4. Local school district representatives.
5. Others as designated by the Director of DVTE.

The review team will be responsible for making a recommendation to the Director regarding the commercial source that best meets the needs as specified in the RPA.

B. The source which has been chosen by the review team as being best able to commercially distribute project materials will be asked to negotiate, with DVTE representatives, Local Educational Agency representatives (herein referred to as LEA representatives), and project staff those parts of the proposal that are not clear or need minor changes.

C. Upon approval of the proposal by the Director, the proposal will be presented at a regular meeting of the Illinois State Board of Vocational Education and Rehabilitation for approval to enter into a cooperative agreement between the DVTE, the contracted agency and/or individual, and the commercial disseminator.

STEP IV: CONTRACTUAL AGREEMENT STAGE

A. The DVTE, the LEA sponsoring the project, and the commercial publisher chosen to dissemination information will, upon approval of the Illinois Board of Vocational Education and Rehabilitation, enter into a contractual agreement for the purpose of preparation of materials and/or products for mass distribution.

B. Specific Contractual Conditions

1. The Publication agreement must be approved cooperatively by the LEA sponsoring the project and the DVTE.

2. Neither the LEA sponsoring the project nor its employees will produce or arrange for the production of any revision or adaptation of the copyrighted works during the first two (2) years of the authorized copyright period, other than pursuant to the approval publication agreement, without the written authorization of the DVTE.

3. The copyright period for any revision or adaptation published by the selected publisher during the authorized copyright period and such revision or adaptation will be subject to the same terms and conditions as the original work(s).

4. In the event that the DVTE finds that the LEA sponsoring the project, prior to execution of the publication agreement, has failed to comply with the terms and conditions set forth in the contractual agreement, or that the publisher, subsequent to execution of the publication agreement, has failed to comply with the terms of the publication agreement, the DVTE shall have the right to license others to publish, translate, reproduce, deliver, perform, use, and dispose of copyright materials subject to the agreement.

5. The agreement will also include:

a. Upon written request the DVTE and the LEA sponsoring the project may examine or cause to be examined through certified public accounts the books of account of the distributor insofar as they relate to the sale, rental, or licensing of the materials.

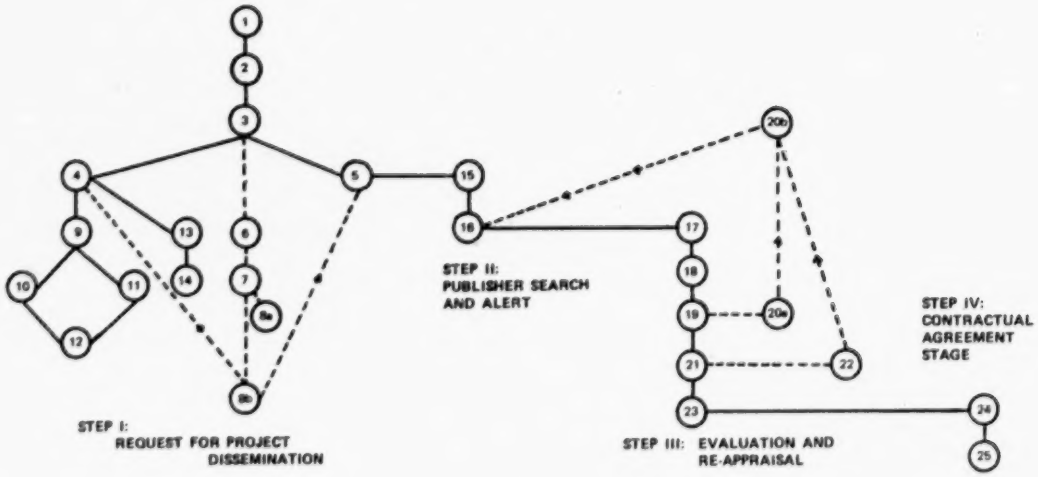
b. Methods of dealing with infringements of copyright.

c. A suitable method of dealing with bankruptcy and/or termination.

d. Interpretation according to the laws of the State of Illinois.

e. That the DVTE may use, reproduce, publish or have reproduced, used and published, without charge for DVTE purposes, all or any part of the materials specified in the publication agreement, however, it is not the intent of this clause to allow DVTE to service or provide materials for markets normally serviced by commercial publishers.

f. Before entering into a publication agreement, the LEA sponsoring the project, the DVTE, and the publisher will predetermine royalty distribution for each of parties concerned. (see appendix B for a sample agreement)



1. Letter of Intent
2. Onsite DVTE Evaluation
3. Recommendation to the Director
4. Thin Market Material
5. Mass Market Material
6. Request Denied For Dissemination
7. Appeal To State Board
8. Approval Denied
8a. Appeal Denied
8b. Appeal Approved
9. Approved for External printing
10. Secure Three Written Bids
11. Complete Camera Ready Copy
12. Send to Outside Source to Print
13. Approval for Internal Printing
14. Prepare And Send to Material Center (DVTE)
15. Preparation of the RPA
16. Responses Received and Acknowledged
17. Review Team Evaluation
18. Negotiate
19. Recommendation of Proposal to Director
20a. Disapproved
20b. Resubmit for Evaluation
21. Approved by Director; Sent to State Board
22. Disapproved
23. Approved
24. Completion of Contract
25. Signing of Contractual Agreement

FLOW CHART DESCRIBING THE FOUR-STEP PROCESS FOR DISSEMINATING PROJECT INFORMATION

APPENDIX A

REQUEST FOR PUBLISHER ASSISTANCE:

SAMPLE FORM

SAMPLE:

REQUEST FOR PUBLISHER ASSISTANCE

_____, 19_____

Proposal Guidelines, Evaluation Criteria, and Evaluation Procedures for the Publication and Distribution of _____ Project Materials
(Project Title)

INTRODUCTION

The _____ (Agency name), on behalf of the _____ (Project title) Project, solicits proposals from producers concerning the publication and distribution of the _____ (Project title) materials for the program entitled "_____ (Material name) _____." These materials were developed under a special contractual agreement with the Division of Vocational and Technical Education (DVTE). The DVTE has agreed in principle to a limited copyright and details between DVTE and _____ (Agency name) are currently in progress. It is anticipated that the five-year limited copyright will be adjusted to provide for five "selling" years for the commercial editions of the materials to be published.

The _____ (Project title) Project recognizes an obligation to have the _____ materials available for general classroom use as follows:

_____ (Material titles) available for school year.

_____ (Material titles) available for school year.

The materials fall into three basic categories to be considered in preparing proposals; these are:

A. Basic Materials

   Textbook, Laboratory Manual, Teacher's Guide

B. Ancillary Printed Materials

   Overhead transparencies, film strips, achievement tests, miscellaneous printed materials

C. Laboratory and Demonstration Materials

   Devices and supplies unique to the program

D. Other Materials, Tools, Equipment, Supplies, etc. specified for use in the program.

In proposing to provide materials in these three categories the publisher may elect to submit a proposal jointly with other companies.

Inasmuch as the time constraints for producing the materials for the _____ (Project title) for use in the _____ (Date) school year are severe, several alternatives for producing these materials are proposed. The publishers may respond to one or more of these alternatives. The response to these alternatives will be given consideration along with other evaluation criteria in selecting the publisher.

All prospective bidders may obtain additional information concerning the _____ (Project title) materials or the interpretation of this request for proposal by contacting: _____ (Agency name)

DESCRIPTION OF ITEMS TO BE PRODUCED

In preparing a proposal, consideration should be given to completing all categories of information listed on the next page.

THE FOLLOWING MUST BE INCLUDED IN THE RPA

It is important in this section of the RPA that the description of materials includes all information about the project required for an effective review.

Please note:

1. Materials developed and under development, delivery dates anticipated, and complete listings of all basic, ancillary, and laboratory and/or demonstration materials should be included in this section.

2. This section should describe the project in sufficient detail to enable the publisher to know what is planned at every stage and to make tentative judgements as to the success of the project

3. This section should give an overall plan designed for dissemination of the project and should give alternatives for bidding.

4. Dates for briefing sessions should be stated in this section for publisher review of completed project documents (see page 3 for explanation).

Proposals should include responses to each of the items listed below. Please respond to each in turn to facilitate the comparison of proposals. When it is appropriate, itemize the responses in terms of the materials to be produced.

1. State the company qualifications to produce the _____ (Project title) materials. Do these materials fit into the portfolio of the company? List the current elementary, secondary, and post-secondary titles which you now publish. What are your plans for expansion in this field?

2. Assessment of the market potential. This should include first year and subsequent years.

3. Marketing, promotion, and sales plans. These should include long-range plans for providing national exposure as well as plans for advertising during the early months of _____ (Year), _____ and _____ (Date) before the materials will be available to the schools.

   a. How many sales representatives do you currently employ to handle this kind of program as their primary sales responsibility?

   b. What has been your history and what are your future plans for exhibiting instructional materials at local, state, regional, and national professional meetings e.g., AIAA and AVA and their state-affiliated conventions?

   c. What methods will you utilize to introduce your published instructional materials to teacher educators and teachers in training?

   d. What advertising media and promotional methods will you use for providing exposure of these materials?

4. Proposed plans for making _____ (Material name) instructional materials available to schools by the beginning of

the _____ school year within framework of proposed option or options.
(Date)

5. Editorial assistance to the Project during the final revision of the materials. Can you provide resident personnel and what would be their qualifications?

   a. Can you provide resident personnel by _____ to improve the illustrations and the readability of materials?
   (Date)

   b. Will you assume the responsibility for obtaining photograph and illustration releases?

   c. Can you provide the appropriate number of photographs of mixed ethnic groups to satisfy publishing needs?

   d. Will you provide technical assistance to improve the quality of visual materials?

   e. What has been your past experience in providing resident professional service in these areas?

6. Commitment of the company to short-term teacher preparation program(s) and other installation services and plans for accomplishing them.

   a. Do you plan to provide financial assistance to promote teacher training workshops? Will you promote and support drive-in training sessions?

   b. To what extent do you plan to provide instructional materials (at reduced cost) to participants in teacher training workshops?

   c. What professional assistance do you plan to provide to new schools installing the instructional systems?

7. What has been your experience in providing hardware and printed materials, other than books, to schools? Is this an integral part of your operation or a subcontract situation? Will replacement components, such as transparencies, be available for purchase on an individual basis? Do you plan to provide an order catalog to schools for all of the material requirements of the program?

8. Commitment of the company to and plans for the development of supplementary materials and refinement of existing materials. This would involve such items as filmstrips, films, alternate laboratory activities, and redesign of existing materials.

9. Feedback and revision procedures during the period of limited copyright. What techniques will be used to obtain meaningful feedback from the schools and consultants for use in revision of the materials? Will any revision be made during the limited copyright period?

10. Plans for the revision of the materials and continuation of marketing them after the expiration of the limited copyright period, when the materials are placed in the public domain.

11. Quality of the produced books. Provide examples of general format, kinds of bindings, style of type, single or multi-color printing, and printing method to be used.

12. Indicate an estimate of the total pages of each volume.

13. Quantity of the first printing. Other printings?

14. Estimate sales prices of printed materials. "Package" prices, if proposed, also may be submitted. If interim materials are proposed, could they be provided to existing field evaluation and demonstration centers at cost, reduced cost, or written off in some way?

15. Royalty provision. Please specify royalties in terms of percentages; avoid complicated royalty schedules.

16. Charges against future royalties. Itemize all charges which may be assessed against future royalties resulting from the publication and distribution of the _____ materials.
(Material name)

17. Provide draft of publication agreement to be used. What items should be included in the agreement and how should they be expressed?

SPECIFIC CONTRACTUAL CONDITIONS

1. Publication agreement must be approved by the DVTE and Project representative.

2. Neither _____ nor
(Agency name)
its employees will produce or arrange for the production of any revision or adaptation of the copyrighted work during the first two (2) years of the authorized copyright period, other than pursuant to the approved publication agreement, without the written authorization of the DVTE.

3. The copyright period for any revision or adaptation published by the selected publisher during the authorized copyright period will be coterminous with the authorized copyright period and such a revision or adaptation will be subject to these same terms and conditions.

4. In the event that the DVTE finds that the _____
_____, prior to execution of
(Agency name)
the publication agreement, has failed to comply with the terms and conditions set forth herein, or that the publisher, subsequent to execution of the publication agreement, has failed to comply with the terms of the publication agreement, the DVTE shall have the right to license others to publish, translate, reproduce, deliver, perform. use and dispose of copyright

materials subject to this agreement; to require that all copyrights secured on such materials be assigned to the DVTE; and to require that the DVTE take such other steps as the Contracting Officer may reasonably require to transfer, terminate, withdraw or abandon all such copyrights and copyright registrations on any materials, copyrighted by this authority; provided that _____ (Agency name) _____ and the publisher shall be given written notice of any proposed action to be taken and shall be afforded an opportunity to be heard, if request is made in writing within thirty (30) days after such notice is received. The decision of the DVTE in this matter will be final.

5. The agreement will also include.

   a. Upon written request the DVTE may examine or cause to be examined through certified public accountants the books of account of the distributor insofar as they relate to the sale, rental, or licensing of the _____ (Material title) _____ materials.

   b. Methods of dealing with any infringements of copyright.

   c. A suitable method of dealing with bankruptcy and/or termination.

   d. Interpretation according to the laws of the State of Illinois.

   e. That the DVTE may use, reproduce, publish, or have reproduced, used and published, without charge for purposes, all or any part of any _____ (Project title) materials, however, it is not the intent of this clause to allow DVTE to service or provide materials for markets normally serviced by commercial publishers.

EVALUATION CRITERIA

The proposals will be evaluated on the basis of the considerations listed below:

1. Qualifications of the company to produce the materials.

2. Initial production and distribution plans (quality, quantity, school procurement procedures, school delivery, etc.)

3. Marketing, promotion, and sales plans (advertising sales force in the field, sales prices, etc.)

4. Editorial assistance during the final revision of the materials.

5. Commitment of the company to teacher preparation and installation of new programs.

6. Revision and feedback procedures

7. Royalty provisions.

EVALUATION PROCEDURES

The proposals will be presented to a review subcommittee of the _____ (project title) Advisory Committee. This subcommittee will rank the proposals and make its recommendations to the Project Director(s). In turn, the Project Director(s) will make their recommendation to the grantee (_____ (Agency name)) for submission to the DVTE. (see page 4 for possible composition of the advisory committee or review committee.)

The publishers will be notified by the grantee of the action taken by the DVTE on or about _____ (Date). Contractual arrangements with the grantee will be made later in _____ (Date).

PROPOSAL SUBMISSION

Proposal Deadline: Due in _____ (Agency name)
Office on or before _____ (Date)

Number of Copies: Submit six (6) copies of proposal (may be accompanied by additional exhibit materials which need not be supplied in duplicate.)

Submit Proposals To:

Note: Appendices may be used to further describe materials available for dissemination.

Blanks in this sample document refer to names, project titles, material names, dates, or grantees that will depend on each particular project. This document is only a sample.

APPENDIX B

POSSIBLE ROYALTY DISTRIBUTION AGREEMENT

BETWEEN THE DVTE AND _____
(Agency name)

POSSIBLE ROYALTY DISTRIBUTION AGREEMENT

A Change in USOE copyright policies, and acceptance of those polices by the Illinois State Board of Vocational Education and Rehabilitation on February 15, 1972 now makes it possible for a grantee to retain 50% of the royalities acruing from materials developed under special contractual agreement with the DVTE. Thus, the following agreement might be reached as a written commitment for use of project-producing royalties.

The _____ (LEA Name) agrees that 50% of the royalties earned from sales of _____ (material name) shall be used for teacher education purposes and programs, under the supervision and the coordination of the _____ (publisher) _____ for purposes and programs which are approved, in writing by the Project Director. The remaining 50% of the royalties shall be used by the DVTE to support ancillary materials developed by other projects and as approved by the Director of DVTE.

In the event that the Project no longer functions and/or there are no Project Directors; DVTE, the grantee or LEA, and the Publisher shall each appoint a representative to a "Project Advisory Board" which shall have the same review and approval authority for teacher education programs as previously assigned to the Project Directors.

This agreement will terminate _____ (Date) , 19__, or after all royalties due have been paid, whichever is later. The balance in the aforementioned account, after the termination of this agreement, will be expended subject to the approval of the Project Directors or their assignees.

APPENDIX C

DEFINITION OF TERMS

DEFINITION OF TERMS

Dissemination

Includes the acts of stocking, selling, delivering, distributing, and installing materials.

The Division of Vocational and Technical Education (DVTE)

The staff of the Division of Vocational and Technical Education is organized to carry out the functions as assigned by the "State Board of Vocational Education and Rehabilitation." The State Board is authorized to administer, supervise, and evaluate vocational education programs, services, and activities for all school districts within the State of Illinois.

Grantor

Used herein to refer to the Division of Vocational and Technical Education.

Grantee

Used herein to refer to that individual and/or agency that has entered into a special contractual agreement with the Division of Vocational and Techncial Education.

Local Educational Agency (LEA)

A designation used herein for a public or private educational agency that has received a special contract with the DVTE and is requesting commerical assistance for dissemination of project materials.

Mass Market Materials

Are those materials for which large market potentials and consequentially substantial publication, are anticipated.

Materials and/or Products

Used herein means writings (including reports, scholarly works and curriculum materials, sound recordings, films, pictorial reproductions, drawings or other graphic representations, computer